

EXHIBIT A

TO REGISTRATION STATEMENT

*Under the Foreign Agents Registration Act of 1938, as amended*

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant

DOYLE DANE BERNBACH INC.

2. Registration No.

1066

3. Name of foreign principal

Israel Govt. Tourist Office

4. Principal address of foreign principal

488 Madison Avenue  
New York, New York

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual - State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Ministry of Tourism

b) Name and title of official with whom registrant deals.

Mr. Israel Zuriel, Commissioner of Tourism, North America

7. If the foreign principal is a foreign political party, state:

a) Principal address N.A.

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal N.A.

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b) Is this foreign principal

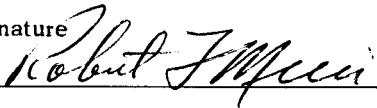
- Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal . . . . Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal . . . . Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☒ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Israel Government Tourist Office in the United States is a branch of the Ministry of Tourism of the State of Israel. Office completely financed and directed by the Israel Government.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N.A.

Date of Exhibit A	Name and Title	Signature
April 15, 1976	<del>Bruce L. Albert</del> , V.P. Robert F. Muir V.P.	

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
DOYLE DANE BERNBACH INC. 1066	Israel Govt. Tourist Office

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
  - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
  - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Doyle Dane Bernbach Inc. and Promotion Plus Inc., a wholly owned subsidiary develop a marketing plan for the promotion of tourism to Israel. Upon approval of the plan, advertisements are prepared, space is ordered in the various media, and production material is provided as needed. Israel Government Tourist Office is billed for costs of production plus the standard agency commission. Media is billed at current published rates and payments are made to the various media after deducting the 15% agency commission.

TERMINATED

DATE 7-31-83



Israel Government Tourist Office  
488 Madison Avenue  
New York, New York 10022

RECEIVED  
DEPARTMENT OF JUSTICE  
MAY 3 12 05 PM '76  
RECEIVED FROM UNIT  
CRIMINAL DIVISION

Gentlemen:

We hereby agree to serve as your advertising agency in accordance with the following terms:

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
  - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media. We will supply you with written cost estimates therefor.
  - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
  - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
  - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
  - e. Audit and pay invoices for space, radio or television time, preparation and services.
  - f. Supply you with tear sheets of all advertisements we place for you and copies of all invoices for media and services we furnish you.
5. Cooperate with your sales force to make your advertising more effective.

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## GENERAL PROVISIONS

You agree to place all commissionable advertising you may do, during the life of the agreement, except for regional advertising placed by your regional offices on a regional basis, and cooperative advertising placed by you on a regional basis with travel agents, through our agency.

We agree to secure your written approval of all expenditures and commitments to media in connection with your advertising.

Wherever authorization or approval by you is required hereunder, such authorization or approval must be in writing.

We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not be held responsible for any loss, damage, destruction or unauthorized use by others of any of such property.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process, and in such event we shall immediately take proper steps to carry out your instructions, but you agree to assume our liability for all commitments you have authorized, to reimburse us for all expenses incurred for authorized commitment and to pay us any related service charges in accordance with the provisions of this agreement.

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your services or for any services of your competitors in any advertising which we may prepare for you and which you approve before its publication or broadcasting. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by anyone you authorize, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the production of commercials.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in our judgment,

would be misleading, indecent, libelous, unlawful or otherwise prejudicial to your interest or to ours. In such an instance, if you wish to prepare or place such material and we have refused, you may prepare and place such material independently of us, and you may retain the commission therefor.

#### CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15% of our total charge to you before cash discount. You may obtain estimates and evaluations of media buys we propose to you from other competent sources. If such other competent sources, meeting the exact written specifications agreed upon between you and us, and basing their findings on execution of the buy at the exact same time as we propose, ascertain that a lesser price should be charged you for the buy, we shall execute the buy at such lower rate, unless we have already consummated the media buy pursuant to your written authorization.

In no event shall the media rate charged to you exceed the media cost contained in the published rate card, without your prior written approval.

#### RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the rate billed and the rate actually earned, in accordance with such short rate payments we may be obligated to make. If more space or time than contracted for is used, we shall refund to you any excess you may have paid us in accordance with such refunds made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time or materials for which you have paid us.

#### CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

#### CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount of all materials and services (other than space and time) purchased

for you on your authorization, plus 17.65% of such net cost. Items to be billed on this basis include the following:

Art work, layouts, engravings, electros, typography, mats, transcriptions, film, video tape and other mechanical parts, storyboards, jingles, radio and television talent, programs, sports rights and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations. (If 15% agency commission on the gross amount is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us but no further agency commission will be added.)

#### CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

#### CHARGES FOR SPECIAL SERVICES PERFORMED BY US

For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization), you agree to pay us at the prevailing rates listed on the attached pages "Current Charges" effective May 1, 1969 (subject to change upon ninety days' notice):

Direct Mail	Storyboards
Publicity	Finished Art
Special Research	Package Design
Layouts	Jingles
Rescale Layouts and	Preparation of Sales and
Mechanical Makeup	Service Materials

#### ADVERTISING OUTSIDE THE UNITED STATES

Since conditions vary from company to company and from country to country it is not feasible to establish in advance a firm policy regarding compensation to us for advertising which you may wish to adapt, translate or use in part or whole outside the U. S.

When, and if, this problem arises, it is agreed that there should be a review to determine:

a. whether the advertising be placed through our foreign offices or affiliates;

b. or, if not through our offices or affiliates, what compensation should be made for the use of advertising created by us.

FEB 1, 1975

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## TERMS OF PAYMENT

The fundamental principle on which the client-agency financial relationship is based is that the advertising agency shall finance its own service, but not the advertising of its clients. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices as follows: Production, within forty-five days, and Media, within thirty days. You acknowledge that such unusually late payment may lose discounts offered by suppliers or media.

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

## TERMINATION OF AGREEMENT

This agreement will become effective on the date hereof and shall continue in force from that date until May 31, 1976, and from year to year thereafter unless either party shall terminate at the end of any such year on ninety days' prior notice. Such notice shall be in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

During such termination period we will continue to receive commissions on all advertising placed for you during the sixty days following the termination notification date, and for advertising developed by us for the ninety days following said termination notification date.

Any uncancellable contract made on your authorization and still existing at the expiration of the agreed-upon interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space,

broadcasting time or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation.

However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

Very truly yours,

PROMOTION PLUS INC.  
A DOYLE DANE BERNBACH INC. Company

By \_\_\_\_\_

AGREED:

ISRAEL GOVERNMENT TOURIST OFFICE

By \_\_\_\_\_